



STATE OF IOWA
MASTER AGREEMENT
 Contract Declaration and Execution

EFFECTIVE BEGIN DATE: 02-01-2006
 EXPIRATION DATE: 01-30-2010
 PAGE: 1 of 3

VENDOR:

Insight Public Sector
22721 E Mission Ave

Liberty Lake, WA 99019
USA

VENDOR CONTACT:

Robert Froelich
PHONE: 800-763-8927 **EXT:**
EMAIL: robert.froelich@insight.com

FOB

ISSUER:

ASHLEY SUPER
PHONE: 515-281-7073
EMAIL: ashley.super@iowa.gov

Contract For: COMPUTER SOFTWARE COTS

Contract For: per attached contract.

This MA doc for payment purposes only. See attached Contract to provide Commercial Over the Counter Software at discounts pursuant to the specifications, terms and conditions of attached Contract & Sealed Bid No. BD80500S359 on file with the Department of Administrative Services, GSE Purchasing, Hoover Building, Level A, Des Moines, Iowa 50319-0105.

This contract replaces CT2545 and MA - 005- CT2979.

Software Spectrum Contract assigned to Insight Public Sector, Inc. on Dec 3, 2008

MANUFACTURER AND DISCOUNT:

Microsoft Select (ref: CT2792) 17.07 %
 IBM Passport Adv (except Rational) 7.31 %
 IBM Passport Adv (Rational) 2.27 %
 Adobe TLPG 8.09 %
 Adobe ACLPG 12.17 %
 Business Objects OLP 13.08 %
 Business Obj Single user 10.14 %
 Citrix Easy Licensing 25.09 %
 Computer Associates GLP 33.82 %
 Macromedia Adobe TLOG 8.09 %
 McAfee Gov (ref: CT2853) 27.09 %
 NetIQ 19.83 %
 Novell MLA (ref: CT2787) 40.00 %
 Oracle 11.26 % (added 10/24/06)
 All other In Stock 10.00 %
 All others Non- Stock 2.00 %

(See also Microsoft Select Agreement CT2792, Microsoft Enterprise Agreement CT2795 and Novell MLA CT2787)

RENEWAL OPTIONS

FROM 01-31-2010 **TO** 01-30-2011
FROM 01-31-2011 **TO** 01-30-2012
FROM 01-31-2012 **TO** 01-30-2013

AUTHORIZED DEPARTMENT

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		STATE OF IOWA	
CONTRACTOR'S NAME (If other than an individual, state whether a corp., partnership, etc.)		AGENCY NAME	
BY (Authorized Signature)	Date Signed	BY (Authorized Signature)	Date Signed
Printed Name and Title of Person Signing		Printed Name and Title of Person Signing	
Address		Address	



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	208	COMPUTER SOFTWARE FOR MICROCOMPUTERS (PREPROGRAMMED) COMPUTER SOFTWARE FOR MICROCOMPUTERS (PREPROGRAMMED) Please confer with your agency's legal counsel concerning any Terms and Conditions of any licenses you may agree to with a publisher.	\$0.000000 \$0.000000
2	0.00000	209	COMPUTER SOFTWARE FOR MINI AND MAINFRAME COMPUTERS (PREPROGR COMPUTER SOFTWARE FOR MINI AND MAINFRAME COMPUTERS (PREPROGR Please confer with your agency's legal counsel concerning any Terms and Conditions of any licenses you may agree to with a publisher.	\$0.000000 \$0.000000
3	0.00000	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICE DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICE Product related services including training, configuration, etc.	\$0.000000 \$0.000000



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TERMS AND CONDITIONS**N60**

NET 60 DAYS

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Software Procurement Guide

Prepared for:

State of Iowa



Presented by:

Robert Froelich, Public Sector Account Manager

Telephone: 630-584-0098

Mobile: 630-338-9315

Fax: 480-760-9947

E-mail: Robert.Froelich@insight.com

June, 2007

Worldwide Headquarters:

6820 South Harl Avenue ♦ Tempe, AZ 85283 ♦ Phone 800-624-0503



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SOFTWARE PROCUREMENT GUIDE INTRODUCTION

This guide has been designed to make it easy for you to find who to call, what services you can expect, and what contracts are available to you. We have included information on regional support contact numbers, listing of languages, how to buy, currencies available, electronic commerce, online reporting, invoice and payments, return policy, and your specific license information.

Our licensing expertise and localized customer service deliver solutions that help you reap the full benefits of managing your software assets:

IOWA KEY CONTACTS AT INSIGHT

ROBERT FROELICH

Public Sector Account Manager

36W601 Red Gate Rd
Saint Charles, IL 60175

Tel: 630.584.0098

Mobile: 630.338.9315

Fax: 480.760.9947

E-mail: robert.froelich@insight

Robert Froelich is responsible for providing software asset management, implementing cost-saving procurement strategies and overall customer satisfaction.

State of Iowa Customer Account Services

Heather Vanhouten

Alex Savage

(CAS) Team

22721 E Mission
Liberty Lake, WA 99019

Tel: 800.763.8927

Fax: 800.344.1123

E-mail: iowa@insight.com

Your dedicated CAS team is committed to providing you with superior customer service and value. Your dedicated 800 number goes directly to your team members. They are available daily to answer your requests for:

- Ordering and order status
- Product pricing, information & availability
- New version & upgrade information
- Odd product searches & sources
- Volume licensing information

Escalation Path for Problem Resolution

State of Iowa
Customer CAS team
800-763-8927



Robert Froelich
Public Sector Account Manager
630.584.0098



Ellen Farnum
Director of Software Sales, Public
Sector
610.857.2635



Brian Hicks
Vice President,
Public Sector Sales
800.467.4448 x3026

HOW TO PLACE AN ORDER

You may place orders by phone, fax, mail, e-mail, or through our electronic commerce Web site. Please contact your Iowa CAS team or Robert Froelich for more detailed instructions and information.

Telephone Orders:

You can contact your CAS team telephone line or Robert Froelich to place orders, check product price and availability, and get order status.

Fax Orders:

You can use the fax number for your local Insight office listed on your team contact page to fax an order or request a product price quote.

E-Mail:

You may use e-mail to place orders, request a quote, check order status, or get product information. Please see your team contact page for this information.

Mail:

You may use standard mail to place orders or correspond with your local Insight office.

Electronic Commerce:

With the tools on our electronic commerce Web site, you can place orders, get product price and availability, check order status, view licensing contract details, and request purchase activity reports online—24 hours a day, 7 days a week. Contact your CAS team or your local account manager for more information about using these tools.

Please provide the following with each order:

- A valid purchase order (PO) number or credit card number
- Correct shipping and billing information, including contact person
- Contact information including telephone, fax, and e-mail
- VAT (Value Added Tax) information, if applicable
- Company registration number
- Any other reference information that needs to appear on the order



INVOICES & PAYMENTS

Payment

License orders will be invoiced immediately upon receipt of order and will be mailed directly to you for payment. Media and documentation orders will be invoiced in U.S. dollars.

Payments sent via carrier service should be sent to:

Bank of America
901 Main Street
Dallas, TX 75201
Account#: 3752177644
ABA#: 1110-0001-2

Return Policy

Insight submits all return requests to the appropriate publisher for approval and we will work with you to administer returns according to the applicable regulations. Most publishers will allow return of standard, unopened products within 30 days of the purchase date. Special order products, disk duplications, and documentation are generally not returnable, except when defective.

Software licenses and maintenance purchased pursuant to a volume license agreement are subject to limitations on the right to return or adjustments to report usage of such licenses imposed under the terms of the volume license agreement. Please refer to your specific license agreements for a full explanation of the rights and limitations extended to you by the publisher.

To return a product to Insight, please contact your CAS team. Upon receipt of publisher approval, the CAS team will issue a Return Authorization (RA) number. The CAS team will also provide return shipping instructions including the address of the warehouse that accepts returns and any timeframes or limitations.

Insight will replace the product or issue a credit against future purchases in an amount equal to the purchase price of the returned product. All credits will expire two years from the date of issue.

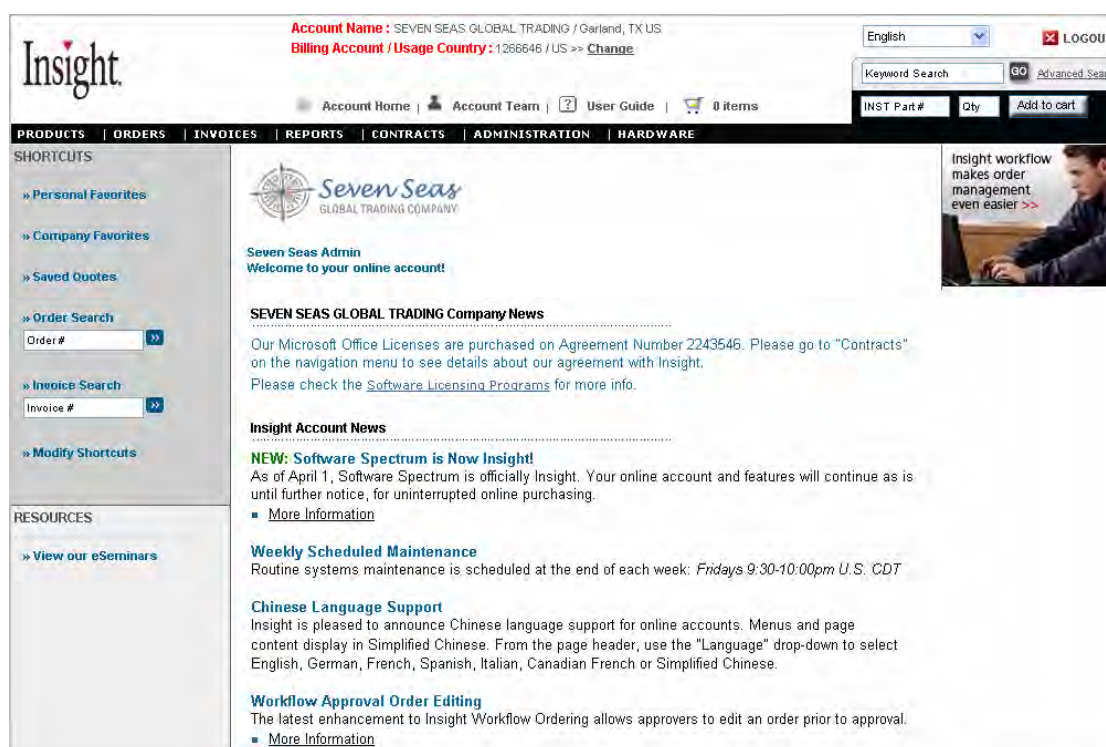
Shipping costs are generally not refundable though Insight will cover return freight charges for product returns due to our error.

ONLINE SERVICES

Conducting business electronically has been a focus at Insight for years. Most corporate leaders understand that, far from being a silver bullet, an e-procurement solution can deliver significant savings—but only if it is properly integrated with supplier systems. At Insight we've made it a high priority to integrate our supply systems with our customers' e-procurement solutions. We have developed robust eServices tools and processes that support the special requirements of our individual lines of business. Your software requirements will be fulfilled through Insight's software Web portal at www.insight.com. Insight has vast experience implementing procurement solutions by working together with you to best assess and develop a solution to meet your requirements.

Insight Software Account Website

Insight continues to make significant investments in systems and tools that help you control costs, and our customizable online account center is at the center of this strategy. Here, you'll find features that help you centralize software procurement, while giving individual departments or affiliates the flexibility they need:



Welcome Screen

Intuitive interface: Your Insight Software Account is the most advanced, user-friendly system in the business, putting you firmly in control of your software expenditure. Whether you're running procurement reports or purchasing new software for your group, managing your software has never been easier.

Custom catalogs: Enforce company standards, reduce maverick spending, and leverage buying power. Your Insight Software Account supports multiple agreements, product lists, and pricing structures, seamlessly integrating all the various facets of your enterprise into one centralized system. So you can leverage the buying power of your entire organization, while delivering the level of purchasing and negotiating responsibility specific geographic regions may require.

Flexible administration: It's simple to create unique user profiles when you need to control access to your online account by job function, purchasing authority, or other criteria. You can also customize separate account centers to serve the needs of various business units or geographic regions.

Streamlined product searching and ordering: We continue to make improvements to your Insight Software Account, so performance is faster than ever! Our full text search engine lets you search by keyword, description, manufacturer, and more. Visuals and box shots draw your eye quickly to the products you're looking for, and you can now click and add to your shopping cart directly from the search results page.

Compare Multiple Products Simultaneously: Unsure which product you need? Your Insight Software Account lets you compare product details side by side. No more flipping back and forth between several manufacturers' websites!

Industry-Leading Product Information: Your Insight Software Account gives you the most complete and current product information available. Data is presented in an organized template format, and features license and technical specifications and requirements.

Workflow Tools: With the click of a button you can set up highly configurable automatic order routing for customized approval processes. Options include single or multi-tiered approvers, dollar thresholds, order amounts, parts lists, e-mail reminders, and more.

Account Name : SEVEN SEAS GLOBAL TRADING / Garland, TX US
Billing Account / Usage Country : 1266646 / US >> [Change](#)

English LOGOUT

Keyword Search GO Advanced Search

INST Part# Qty Add to cart

Account Home | Account Team | User Guide | 0 items

PRODUCTS | ORDERS | INVOICES | REPORTS | CONTRACTS | ADMINISTRATION | HARDWARE

Workflow Console

Create Workflow Search Workflows Replace Approver Workflow Tracker [Workflow Manual](#)

Workflow Name	Description	# of Rules	# of Users Workflow Applies to	Approvers	Orders in Workflow	Delete
QTPAutomation24614		4	1	2	0	
South Central Region	Checkout Selection	7	4	8	0	
Southeast	Checkout Selection	5	2	6	2	
West Region	Currency Tier	1	1	3	0	

Workflow Console

Order Status & Tracking: Your Insight Software Account puts you in charge from the time you place an order. Track orders and their estimated ship dates, request returns online—even change or cancel orders before they close.

Account Name : SEVEN SEAS GLOBAL TRADING / Garland, TX US
Billing Account / Usage Country : 1266646 / US >> [Change](#)

English LOGOUT

Keyword Search GO Advanced Search

INST Part # Qty Add to cart

Account Home | Account Team | User Guide | 0 items

PRODUCTS | ORDERS | INVOICES | REPORTS | CONTRACTS | ADMINISTRATION | HARDWARE

Order Search

Order Date : Start Date : Apr 3 2007 End Date : Apr 18 2007

Order # : PO # : Recipient Name :
Part # : PO Release # : Buyer Name :

Include : ☒ Open Orders ☒ Closed Orders ☒ New-In Process
Include : ☒ Orders with Shippable Products ☒ Orders with NonShippable Products

Account Selections: My Accounts ☒ Default ☒ View Account Hierarchy

Account Name	Number	Address	City	State	Country
<input type="checkbox"/> VIVA OFFICE SUPPLY	736896				
<input type="checkbox"/> VIVA OFFICE SUPPLY	736897				
<input type="checkbox"/> VIVA OFFICE SUPPLY	722573				
<input checked="" type="checkbox"/> ACME WIDGETS (TEST ACCOUNT)	156634	MALLARD HOUSE	HIGH WYCOMBE		GB
<input checked="" type="checkbox"/> SEVEN SEAS GLOBAL TRADING	1338877	22720 E MISSION	LIBERTY LAKE	WA	US
<input checked="" type="checkbox"/> SEVEN SEAS GLOBAL TRADING	1342960	3480 LOTUS DR	PLANO	TX	US
<input checked="" type="checkbox"/> SEVEN SEAS GLOBAL TRADING COMPANY	1266648	10 KINGSBRIDGE GARDEN CIRCLE	MISSISSAUGA	ON	CA
<input checked="" type="checkbox"/> SEVEN SEAS GLOBAL TRADING COMPANY	1279356	LOCKED BAG 3333	BROOKVALE	NS	AU

Select All Clear All

Italicized accounts are currently inactive.

Search

Order Search Screen

The Reports You Need—On Demand: Your Insight Software Account’s reporting capabilities are unsurpassed, offering accurate, clearly formatted reports when you need them. So it’s easy to analyze and understand your software expenditure. Twenty three pre-formatted reports are available on demand 24 hours a day, seven days a week, and the SmartTracker feature lets you customize your data even further—streamlining PO-to-invoice reconciliation. Easily allocate purchases to specific cost centers, business units, departments, or projects.

Invoices and License Proofs: Never again wonder where your licenses are kept, or how many seats you own for a particular product. Now you can easily search and pull up invoices and proofs of the licenses that go with them.

Contract information: Information about all your volume license agreements, as well as the programs that pertain to them, is always available. And you can easily browse the products available under each license agreement.

Why Insight?

“Insight enables us to access online pricing for our worldwide clients. Having the ability to access customized catalogs that list prices in local currencies is very beneficial.”

—Janet Fowler, Software Relationship Manager
Computer Sciences Corporation (CSC)

ONLINE REPORTING OPTIONS

At Insight, we realize that the right information really is priceless. While mountains of data are completely useless, accurate information—formatted clearly and delivered at the precise critical moment—makes all the difference. We've spent years refining our reporting capabilities, and we offer, hands down, the best reporting available when you need to analyze and understand your IT expenditures. Reports are available on-line, on-demand, and in real time as a self service, through your dedicated Account Team, or on a regularly scheduled basis.



- ✓ **Self-Service:** Scheduled or ad-hoc reports can be requested directly from your customizable Insight Software Account order management website. Reports can be received through e-mail, posted to your Insight Software Account site, or delivered via an alternate method as requested.
- ✓ **Your Account Team:** All members of your account team will be happy to provide any report that you or your worldwide locations require.
- ✓ **Scheduled:** You can schedule any standard or custom report to be pushed via e-mail, posted to your Insight Software Account website, or delivered hard copy. Frequency and access to these reports are determined by you.

Ad-Hoc Reporting

Ad-hoc reports can be pulled or created from the information captured from the available data fields shown in the chart below. For custom reporting requirements, Insight provides 22 customizable “SmartTracker” fields to capture all of the data you require.

Online Reports: We know that you use reports to solve business issues. We have developed twenty-three SIIA-certified reports that give you online real-time access to your purchase history in both summary and detailed report formats. Reports are available on demand 24/7 or can be pushed to you at regularly scheduled intervals—including daily, weekly, monthly, quarterly, or annually.

The *Software & Information Industry Association* (SIIA) recognizes Insight reports as meeting their strict criteria for proof of ownership during an audit. Many of our competitors do not share this recognition.

All Insight reports are SIIA Certified and can be used as proof of license and in case of an audit.

Date Fields Available			
❖ Ops Center	❖ Parent ID	❖ Parent Name	❖ Account ID
❖ Account Name	❖ Invoice #	❖ Inv Date	❖ Manufacturer
❖ Manufacturer Part ID	❖ Part ID	❖ Product Description	❖ Version
❖ Category	❖ Language	❖ Media	❖ Product Type
❖ # of Users	❖ Qty	❖ Invoice Currency	❖ USD Exch Rate
❖ USD Unit Price	❖ USD Sales Amt	❖ USD List Amt	❖ Date Shipped
❖ Customer PO #	❖ Order #	❖ Ship-To Attn	❖ Ship-To Address
❖ Ship-To Address 2	❖ Ship-To City	❖ Ship-To Location	❖ Zip
❖ Ship-To Country	❖ 22 SmartTracker Fields (for custom data)		

Standard and Special Reports: Below is a list of our twenty-three preformatted reports and the typical business issues they solve.

Business Requirement	Standard Report
Division charge backs/project charge backs	Detail by Account with Customer PO
Tracking back orders	Open Orders by Ship-To Location
All purchase activity detail fields for sorting	Detail Data File
Enforcement of standards	Purchase Activity Detail Report
Tracking of Purchase Orders	Detail by Customer PO
To complete purchase cycle	Order Confirmation
Budgeting/P.O. placement	Customer Price List
Maintenance renewals	License Contract Summary
Budgeting/forecasting	Summary by Manufacturer Name
Publishers' milestone reporting/ Combine totals to reach higher discount levels	Product Totals by Manufacturer
Inventory in graphical detail	Snapshot Report
Renewals	Product Totals by Quantity
Charge backs	Product Totals by Account and Ship-To Location
Budgeting	Top Manufacturer Summary
Budgeting/forecasting	Total Sales by Year and Month
Business Requirement	Special Report
Purchase detail savings	Cost Savings
Summary by Account and Manufacturer	Product Totals by Bill To and Manufacturer
Inventory purposes	Maintenance Accumulation
Training	Returns Report Summary
Training	Returns Report Detail
Validation of licensing	Net Fill: Days to Ship Detail and To Ship Summary
Unfiltered Data dump in Excel	Detail Data File without SmartTracker
Planning license renewal	License Contract Detail

PUBLISHER INFORMATION

Software Publisher Partners

While we are authorized to provide software and licensing program solutions from over 6,000 software vendors, these are some of the most well known:

Publisher	Status
Adobe	Gold Reseller Status
Altiris	Authorized Reseller
Altova	Authorized Reseller
Autodesk	Authorized Reseller
BEA	Authorized Reseller
Attachmate	Authorized Reseller
Borland	Authorized Reseller
Business Objects	Authorized Channel Partner
CA	Authorized Reseller - Enterprise Solution Partner
Check Point	Authorized Reseller
Citrix	Authorized Reseller
CodeGear from Borland	Authorized Reseller
Computer Mail Services	Authorized Reseller
Corel	Authorized Reseller
Double Take	Authorized Reseller
Hummingbird	Authorized Reseller
IBM	Authorized Reseller
Internet Security Systems	Authorized Reseller Partner
McAfee	Security Alliance Partner
Microsoft	LAR (Large Account Reseller), ESA (Enterprise Software Advisor) AER (Authorized Education Reseller) SPLA (Service Provider Licensing Agreement) Partner Gold Certified Partner for License Solutions, Security Solutions, and Software Asset Management competencies in the Microsoft Partner Program
Mobius North America	Authorized North America Reseller Partner
NetIQ from Attachmate	Select Reseller
NetManage	Authorized Reseller
Notable Solutions Inc	Authorized Reseller
Novell	National Partner
Nuance	Channel Partner
Oracle	Authorized Reseller - Technology Partner
PGP	Authorized Reseller
Quest Software	Authorized Reseller
Red Hat	Authorized Reseller
RSA	Authorized Reseller
Sun Microsystems	Authorized Reseller
Sybase	Authorized Reseller
Symantec	Enterprise Sales Partner - Global Partner Program
Trend Micro	National Reseller Partner
VMware	Authorized Reseller
Websense	Authorized Reseller

Expert License Desk: We work with “shrink-wrap only” publishers to develop cost-effective licensing programs and negotiate for non-standard products on your behalf.

Letters of Agency: For smaller manufacturers that may not have an existing reseller policy in place, we will issue a Letter of Agency that will allow us to buy products on your behalf. We will explore every avenue of negotiation to establish a sales partnership with your publisher of choice.

STATE OF IOWA LICENSE AGREEMENTS

Details of Volume License Agreements

State of Iowa locations have access to software publisher volume licensing agreements listed within this section. Specific details of the programs and any regional stipulations are noted on the agreement pages. Publishers are listed in alphabetical order, other than Microsoft, which we have listed first. All purchases will roll up to a centralized corporate report. Local reporting is available on demand through your Insight Software Account website.

Microsoft Licensing Specialist Team

As one of Microsoft's premier partners and the industry leader in software licensing and software management, we fully understand the issues that are important to organizations making critical IT decisions. We staff a team of certified licensing specialists that are a resource for you. This team carries the highest licensing certifications available from Microsoft.

Microsoft Software Assurance

Highlights of SA Benefits that might be made available include:

- ✓ Home Use
- ✓ Employee Purchase Program
- ✓ Training Vouchers
- ✓ Tech Net Special Services

We have invested multiple resources around SA Benefits, MSDN, and licensing specialists to enhance and support Microsoft programs. In return for this investment, Microsoft supports us in hosting seminars, licensing briefings, etc. You are the beneficiary of our partnership. Some examples of this support include:

- **SA Benefits Activation Help Desk:** We offer you a Software Assurance Benefits Activation Help Desk that walks you through your SA Benefits. This team is dedicated to sorting through the ocean of information that comes from Microsoft to help you take full advantage of additional Microsoft offers.
- **SA Benefits Calculator:** We offer you an SA Benefits calculator to help you ascertain your license entitlements and maximize your benefits.
- **MSDN (Microsoft Developer Network) Activation:** Insight provides MSDN activation. The licensing help desk enters all questions related to this complex license program.

Microsoft Enterprise Agreement

Microsoft® Enterprise Agreement 6.X is a software volume licensing program designed for corporate customers with 250 or more desktops. As an Enterprise Agreement 6.X customer, you are able to license Microsoft software to standardize on your choice of the Microsoft enterprise products (Microsoft Office Professional, Microsoft Windows® Professional upgrade and Core Client Access License) at discounted prices based on a three-year agreement term.

Benefits to your business under Microsoft Enterprise Agreement 6.X include:

- ✓ Deep discounts compared to full retail, with a fixed, annual price based on the number of eligible desktops in your enterprise
- ✓ Eligibility for the latest upgrades
- ✓ Cost amortized in annual payments over the three-year term
- ✓ Lower total cost of ownership and improved workplace productivity by standardizing on Microsoft software for all PCs across your enterprise
- ✓ Opportunity to renew the enrollment for one- or three-year term

How an Enterprise Agreement Works

With an Enterprise Agreement, pricing levels for the enterprise products are determined by the total number of qualified desktops. The initial order is made at the time of signing an enterprise enrollment. The initial order defines the enterprise product selection, additional product selection, and the designated language group.

The Enterprise Agreement simplifies license administration by only requiring a single transaction to acquire licenses across the entire enterprise and thus helps ensure compliance. Customers will have immediate access rights at all times during the terms of their enrollment to the most current versions of the enterprise platform products elected in the agreement.

Microsoft EA Agreement Information:

- ❖ Agreement Number: 01E60947
- ❖ Enrollment Number: Location Specific
- ❖ Discount Level: D
- ❖ Start Date: Vary
- ❖ End Date: Vary

The State of Iowa Microsoft EA provides the right to use and right to upgrade for a custom suite of Microsoft software products during the EA term. Participating State of Iowa companies should NOT place individual purchase orders for products covered by the Microsoft EA Subscription, since State of Iowa is invoiced directly by Microsoft on an annual basis.

Microsoft Select

Microsoft® Select License 6.X is a software volume licensing program designed for corporate, government, and academic customers with 250 or more desktops and mixed product and purchasing requirements. Select License 6.X customers receive a volume price level for each pool of products selected (applications, systems, or servers) based on a three-year software forecast.

Microsoft Select License 6.X benefits include:

- ✓ Significant discounts over full retail prices, based on how much software you expect to license during the agreement term
- ✓ Opportunity to get the latest versions of Microsoft software products
- ✓ Ability to amortize License and Software Assurance costs over the length of the agreement term
- ✓ Ability to get licenses through multiple purchasing locations for various departments or subsidiaries located throughout the world
- ✓ Easier management of license portfolios

How a Select License Works

Select License is based on a forecast of the total volume of Microsoft software licenses you expect to acquire over a three-year period. Forecasts are made by product pools: applications, systems, and servers. These product pools make it possible for you to aggregate purchases across an entire category of products to achieve better volume pricing. Because certain licenses represent a greater investment than others, the Select License forecast is based on the point value of each license forecasted, not the number of product licenses. Under the Select License program, a License (L) part number will be the only part number needed to acquire the most current version of all Microsoft products. Software Assurance (SA) is upgrade coverage that runs for the remaining balance of the term of your Select License agreement and enables you to upgrade to the most current version of the licensed Microsoft products you currently enroll.

Microsoft Select provides significant discounts on Microsoft products over retail prices. All Microsoft products that are NOT covered by the Microsoft EA are purchased under Select.

Microsoft Select Agreement Information:

- ❖ Master Agreement Number: 01S66600
- ❖ Enrollment Number (US)*: Location Specific
- ❖ Discount Level: D
- ❖ Start Date: June 10, 2004
- ❖ End Date: June 30, 2007

***United States Enrollment** – State of Iowa has several local Microsoft Enrollments in country which enable State of Iowa locations outside of N.A. to receive local service, local support and invoicing in local currency. Ask your Insight Account Manager for details.

Novell Master License Agreement:

Novell MLA is designed for Corporate and Government organizations. It offers such benefits as discounted pricing, worldwide availability, upgrade protection, and technical support. It allows customers to make purchasing decisions at a division, branch, or department level.

Novell Master License Agreement Information

- ❖ Enrollment Number: 125141 -- M5X0606
- ❖ Discount Level: MLA 40%
- ❖ Start Date: 2-10-2006
- ❖ End Date: 6-30-2008

Maintenance

Purchase of Maintenance with license orders is mandatory.



SUPPORT TEAM

Robert Froelich, Public Sector Account Manager: Robert coordinates your software management needs with our extensive network of support representatives. This includes holding regular meetings with your key personnel to review account details, as well as coordinating implementations and rollouts, monitoring requirements, and promptly resolving service issues to ensure your complete satisfaction with our services.

Telephone: 630-584-0098

Mobile: 630-338-9315

E-Mail: Robert.Froelich@insight.com

Local Account Management

For local account management including contract information, license consulting, please see Key Contacts Section.

Inside Sales Teams: Your dedicated inside sales teams consist of licensed-certified service professionals who serve as a central resource for daily account activities. They are available through e-mail and a toll-free phone number. Your local account teams are committed to promptly answering your requests for:

- | | |
|--|-------------------------------------|
| ✓ Ordering and order status | ✓ Odd product searches & sources |
| ✓ Product pricing, information & availability | ✓ Volume licensing information |
| ✓ Help with your Insight Software Account order management website | ✓ New version & upgrade information |

Customer Service Hours: Your account teams are available Monday through Friday from 8:30 a.m. to 5:00 p.m. local time.



DETAILED INFORMATION

Iowa

Robert Froelich, Public Sector Account Manager: Robert coordinates your software management needs with our extensive network of support representatives. This includes holding regular meetings with your key personnel to review account details, as well as coordinating implementations and rollouts, monitoring requirements, and resolving service issues to ensure your satisfaction with our services.

Telephone: 630-584-0098

Mobile: 630-338-9315

E-Mail: Robert.Froelich@insight.com

Heather Vanhouten, Inside Customer Account Manager: Heather is your dedicated inside Customer Account Manager for software. To ensure consistent performance and responsiveness to your requests, Heather is backed by an experienced team of inside sales representatives. Backup resources effectively minimize telephone hold times. You can be assured that every team member is well trained and knowledgeable of your specific needs. Your inside sales resources regularly conduct internal team meetings to share any changing account requirements.

Telephone: 509-742-2229

E-Mail: Heather.Vanhouten@Insight.com

Insight Escalation Chart	
Account Management Issues	Customer Service Issues
Robert Froelich Corporate Account Manager 630-584-0098	Heather Vanhouten Lead Inside Sales Representative 509-742-2229
Ellen Farnum Director Software Sales, Public Sector 610-857-2635	Vanessa Karman Manager, Customer Account Services 509-742-2208
Brian Hicks Vice President, Public Sector Sales 800-467-4448 X3026	Ken Tebbetts Director, Customer Account Services 469-443-3796

GLOSSARY OF TERMS

Application—A program that gives computer instructions that provide the user with tools to accomplish a task.

CD Subscription Services—Software updates which, like magazines, are provided regularly, according to a pre-specified delivery schedule.

Client Station—Any computer that is connected to a computer network.

Documentation—Printed reference material (e.g., user's manual).

Licensing Agreement—A legal agreement included with commercial software programs. The software license specifies the rights and obligations of the individual or company that bought the program and limits the liability of the software publisher. An invoice for a software license represents legal proof of ownership of the software.

License Proofs—Insight offers customers an evidence-of-purchase certificate for license purchases. This certificate can be used as an internal audit document.

Maintenance—“Upgrade insurance” is an agreement that the software publisher will supply software updates or upgrades for a specified period of time.

Master Disk—Media sent by software publishers to customer site administrator(s) upon the signing of a licensing agreement. Additional copies of the Master Disk can be purchased.

Media—Data storage technology used to store and retrieve data, such as a magnetic disk, magnetic tape, or optical disk (i.e., CD-ROM, Disk).

Media Packs—Disk and documentation packaged together.

Part Number—SKU for a product. Please note that Insight's part number for a product will be different from that of the manufacturer.

Server—A computer that provides client stations with access to files and printers as shared resources to a computer network.

Shrink-wrap—Off-the-shelf box containing a software license, media, and documentation.

Site License—An agreement between a software publisher and a buyer that allows the buyer to make copies of specific software for internal use. Most site licenses stipulate a numeric limit on the number of copies the organization can make. The cost per copy is much less than buying individual copies.

Upgrade—License to move to the latest product version.

Volume License Agreement—An agreement between a software publisher and a buyer that allows the buyer to make copies of specific software for internal use. Most license agreements stipulate a limit on the number of copies the organization can make.

Workstation—A general-purpose, desktop computer designed to be used by one person at a time and which offers higher performance than normally found in a PC, especially with respect to graphics, processing power, and the ability to carry out several tasks at the same time.



AMENDMENT No. 3

This Amendment, made and entered into between Software Spectrum, Inc. d/b/a Insight ("Insight"), and the State of Iowa, Administered by the Iowa Department of Administrative Services ("State of Iowa"), amends the DAS Three Year Master Agreement Number CT 2979 Volume Discounts and Services on Commercial Off-the-Shelf Software Agreement dated January 27, 2006 between the Parties ("the Agreement").

The purpose of this Amendment is to exercise the first renewal option.

IT IS MUTUALLY AGREED that the Agreement is amended as follows:

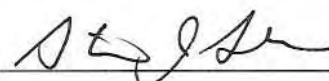
1. The term of the Agreement has been extended for a one year Renewal Term from January 31, 2009 to January 30, 2010.
2. All other terms and conditions of the original Agreement as amended shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED
THIS AMENDMENT AS OF THE LATEST DATE INDICATED BELOW.

STATE OF IOWA

SOFTWARE SPECTRUM, INC. d/b/a
INSIGHT

By: 
Authorized Signature

By: 

Its: Ashley Super, PAIII
Printed Name & Title

Its: STEVE SIMON, V.P.
Printed Name & Title

Date: 12/3/08

Date: 12/17/08

CONSENT TO ASSIGNMENT

THIS CONSENT TO ASSIGNMENT ("Consent") is made among the State of Iowa Department of Administrative Services ("Client"); Software Spectrum, Inc. d/b/a Insight ("SSI") and Insight Public Sector, Inc., an Illinois corporation ("IPS"), and shall be effective this 1st day of January, 2009 ("Effective Date").

RECITALS:

WHEREAS, as of February 1, 2006, Client and SSI entered into a Master Agreement for Commercial Off-the-Shelf Software #CT2979 (the "Agreement"); and

WHEREAS, Insight Enterprises, Inc., a publicly-traded Delaware corporation ("Insight") completed its acquisition of SSI on September 7, 2006; and

WHEREAS, SSI and IPS are subsidiaries of Insight; and

WHEREAS, Insight desires to assign the Agreement between Client and SSI to IPS; and

WHEREAS, this Consent is made to consent to the assignment of the Agreement from SSI to IPS;


COVENANTS:

NOW THEREFORE, in consideration of continued goodwill between the parties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

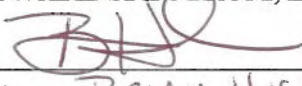
1. Consent. Client consents to the assignment of the Agreement from SSI to IPS.
2. Notice. Client shall provide any future notices under the Agreement to Attn: Erica Falchetti, Contracts Manager, c/o Insight Public Sector, Inc., 218 East Orange Avenue, Lake Wales, FL 33853.
3. Waiver. Client hereby waives, in this one instance and in no other, any provision of the Agreement which prohibits SSI from assigning the Agreement to IPS. Client does not waive any other provision of the Agreement.
4. Miscellaneous.
 - 4.1 This Consent is to be construed as an addendum to the Agreement described above. Except as expressly set forth above, in the case of any ambiguity or disagreement between the two documents, the original Agreement shall control.
 - 4.2 The prevailing party in any dispute regarding this Consent shall be entitled to receive, in addition to any other remedy or award, reasonable attorneys' fees and costs, determined in the case of litigation by the court and not a jury.

- 4.3 This Consent shall be subject to the governing law of the Agreement, if so stated, and otherwise shall be governed by and construed according to the laws of the State of Illinois, irrespective of its choice of law principles.


CLIENT

By: 
Name: Ashley Super
Title: Purchasing Agent III
Date: 12/3/08

SOFTWARE SPECTRUM, INC. d/b/a INSIGHT

By: 
Name: BRIAN HICKS
Title: SR. Vice President
Date: 12-23-08

INSIGHT PUBLIC SECTOR, INC.

By: 
Name: STEVE SIBON
Title: V.P.
Date: 12/17/08

CT2979
Amendment No. 2

This Agreement is entered into as part of Master Agreement Number CT2979 dated January 25, 2006 by and between Software Spectrum, Inc., dba Insight, whose address is 3480 Lotus Drive, Plano, TX 75075 and The State of Iowa ("State"), as represented by The Iowa Department of Administrative Services, Hoover State Office Building, Des Moines, IL 50319. State and Software Spectrum, Inc. agree to modify the Agreement as follows:

Add the following language to Section 3, Agreed to Minimum Discounts:

MANUFACTURER	DISCOUNT
17. Oracle	11.26%

Except as herein amended, all terms and conditions of the Agreement between the parties shall remain in full force and effect.

Agreed and accepted:

SOFTWARE SPECTRUM, INC. dba Insight



Authorized Signature

Jennifer Klassen

Printed Name


Director, Global Sales Support

Title

10/18/06

Date

THE STATE OF IOWA



Authorized Signature

Ashley Super

Printed Name

Purchasing Agent III

Title

10/24/06

Date

CT2979
Amendment No. 1

This Amendment is entered into as part of Master Agreement Number CT 2979 dated January 25, 2006 by and between Software Spectrum, Inc., whose address is 3480 Lotus Drive Plano, TX 75075 and The State of Iowa ("State"), as represented by The Iowa Department of Administrative Services Hoover State Office Building, Level A, Des Moines, IA 50319. State and Software Spectrum, Inc. agree to modify the Agreement as follows:

Add the following language to Section H, Agreement Terms:

"The Parties acknowledge that in instances where products are passed through to State at no mark up nor discount, that Software Spectrum shall include pass through sales on the required quarterly reports, however, may exclude the 1% rebate on sales so marked as pass through items."

Except as herein amended, all terms and conditions of the Agreement between the parties shall remain in full force and effect.

Agreed and accepted:

SOFTWARE SPECTRUM, INC.



Authorized Signature

Jennifer Klassen

Printed Name

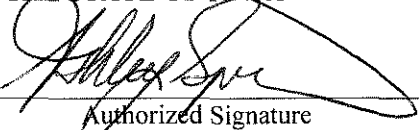
Director, Global Sales Support

Title

March 16, 2006

Date

THE STATE OF IOWA



Authorized Signature

Ashley Super, DAS GSE

Printed Name

Contract Administrator / Purchasing Agent

Title

March 7, 2006

Date



GENERAL SERVICES ENTERPRISE - PURCHASING
Working With You, Working For You

DAS

**Three Year
MASTER AGREEMENT**

NUMBER CT 2979

**Volume Discounts and Services on
Commercial off the Shelf Software**

February 1, 2006



**Software
Spectrum**

**CONTRACT CT 2979
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1. IDENTIFICATION OF PARTIES TO THIS CONTRACT

This contract is made by and between Software Spectrum, Inc. (herein referred to as vendor or contractor) with corporate offices located at 3480 Lotus Drive, Plano, Texas 75075 and The State of Iowa including all political subdivisions (herein referred to as the State), represented by The Iowa Department of Administrative Services (DAS), Hoover State Office Building, Level A, Des Moines, IA 50319.

Political Sub-Divisions is defined as any Iowa agency or organization funded in part with Iowa tax dollars, such as cities, counties and public schools as defined in IAC 11—105.2(8A). Participation by any specific state agency or political subdivision is completely voluntary and not mandatory.

Contract is available to state agencies and political subdivisions for purchases in accordance with the provisions of this contract in lieu of conducting their own competitive bid process. Participation by any specific state agency or political subdivision will be by individually executed purchase orders against this agreement. Each agency will have unique billing and shipping addresses. No purchase order, invoice, or vendor acknowledgement may conflict with the provisions of this contract.

2. AGREEMENT TERM

The effective date shall be the date by which both parties had signed the agreement and expire three (3) years following execution. Within approximately thirty days prior to expiration, with the mutual consent of both parties, the contract may be renewed for another one-year period. The contract may be renewed no more than three times.

All vendor activities under all parts of the contract will be performed in consultation with, under the direction of, and with the approval of the DAS Contract administrator. For the duration of the contract the contractor must maintain the agreed to minimum discounts herein and:

- a) be an authorized re-seller of all software sold,
- b) maintain status as a Microsoft LAR GSA Select Contract Holder in good standing through the term of this contract,
- c) agree to honor all Volume Price Agreements which the State of Iowa has in place and may obtain in the future with manufacturers,
- d) provide marketing and support services to State of Iowa agencies and political subdivisions,
- e) assist Agencies with Select and Enterprise Agreement Enrollments and manage enrollments,
- f) provide E-procurement services when requested, such as on-line ordering and order tracking; order history reporting; integration with E-procurement tools used by the State when available,
- g) provide complete license tracking of existing and new software assets of the State.
- h) The contractor shall, without affecting the approved product prices or discounts specified in the agreement, the Contractor shall provide to the State of Iowa a 1.00 % rebate on all sales made within the State of Iowa against this agreement. The rebate is to be paid quarterly for all paid invoices to The Iowa Department of Administrative Services, General Services Enterprise, Purchasing, Hoover State Office Building, Level A, Des Moines, IA 50319.
- i) The Contractor shall provide an electronic detailed quarterly report on all sales made against this agreement within the State of Iowa to the State's primary contact. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the following headings:

1. Date of Sale.
2. Customer Number, Name and Address
3. Product Description and Mfg. Part Number
4. Quantity, Invoice Number, Unit Price (after discounts) and Extended Invoice Price.
5. Manufacturer's Suggested Retail Unit Price (MSRP)
6. Manufacturer's Directly Offered Discount Amount (if any)
7. Contractor's agreed to Discount Amount.
8. Any additional discount amount.
9. Total Savings over MSRP, and overall discount percentage provided.
10. 1% Rebate Amount on Final Invoice Extended Price.

- j) The discounts set forth herein is limited to the standard desktop software products offered by vendor as of the date of this agreement ("Standard Product"), and such pricing specifically exclude products and services offered under vendor's business alliance and partner programs and other services offerings.

3. AGREED TO MINIMUM DISCOUNTS

The Contractor shall be an authorized re-seller of Commercial Off-the Shelf Software (COTS) or commonly referred to as 'shrink wrapped software' available to industry and government at large by various manufacturers. The agreed to minimum discounts from the contractor are as shown in the chart below. Discounts from the Manufacturer's Suggested Retail Price (MSRP) shown below are in addition to discounts offered direct to the State, either by direct agreement or by voluntary offering by the publisher. The discounts shown below shall be applied to the net price after publisher's offered discount to the State is taken. For the duration of the contract, all invoice pricing shall not fall short of the discounts below and be verifiable against the manufacturer's then current MSRP.

MANUFACTURER	DISCOUNT
1. Microsoft Select (ref: CT2792)	17.07 %
2. IBM Passport Advantage (does not include Rational line of products)	7.31 %
3. IBM Passport Adv (Rational products)	2.27 %
4. Adobe TLPG	8.09 %
5. Adobe ACLPG	12.17 %
6. Business Objects OLP	13.08 %
7. Business Objects Shrink-wrap & Single user licenses	10.14 %
8. Citrix Easy Licensing	25.09 %
9. Computer Associates GLP	33.82 %
10. Macromedia Adobe TLOG	8.09 %
11. McAfee Gov Licenses (ref: CT2853)	27.09 %
12. NetIQ	19.83 %
13. Novell MLA (ref: CT2787)	40.00 %
14. All other – In Stock	10.00 %
15. All others – Non- Stock	2.00 %
16. Microsoft EA Payments per CT2795	See Attachment One

Notes:

- a) Specific agencies shall be allowed to negotiate further discounting for large volume purchases.

- b) All invoice prices for product and services are FOB Destination, all freight and handling charges included. Transfer of Title and Risk shall be upon delivery and acceptance by receiving entity.
- c) Vendor must accept payment by Check or Credit Card.
- d) Unless otherwise specified, contractor must deliver the "most" recent software version.
- e) The vendor must ensure that valid product licenses are received at the time, or before, receipt of the product.
- f) All software must be delivered within five (5) working days after vendor receives a purchase order
- g) Software must be free of defects. Defective software must be replaced within five (5) working days.
- h) Buyer understands and acknowledges that Seller provides no warranty covering the products purchased hereunder. The respective publisher or manufacturer of each product grants any warranty applicable to such products. THEREFORE, THE PRODUCTS ARE PROVIDED TO THE BUYER "AS IS" WITHOUT WARRANTY OF ANY KIND BY SELLER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, DESIGN, CONDITION, QUALITY, MATERIAL OR WORKMANSHIP. Seller DOES NOT WARRANT THAT THE PRODUCTS WILL MEET BUYER'S REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. BUYER AGREES TO LOOK SOLELY TO THE MANUFACTURER OR PUBLISHER FOR SATISFACTION OF ANY AND ALL WARRANTY CLAIMS RELATING TO ANY PRODUCTS. All software is provided subject to the accompanying license agreement. For all other software products, including software that is purchased and/or obtained electronically, Buyer agrees that it will be bound by the license agreement governing the use of such software as agreed to directly with the publisher. Buyer assumes all responsibility for compliance with the terms of all volume licensing agreements relating to the software purchased hereunder and understands that it is responsible for the proper deployment, tracking, use and record keeping of such licenses.
- i) Vendor must accept all COTS software in new resalable condition for full credit within thirty (30) days of invoice. 'New re-salable condition' means software in the original unbroken, shrink-wrapped box and includes all documentation, diskettes and manuals.
- j) If requested, vendor must provide "evaluation" copies of software at no charge. If accepted, agency will be invoiced for the software, if not accepted the software will be returned within thirty (30) days after receipt.

Publisher	Eval Software Available	Length of Eval
Adobe	www.adobe.com	30 days
AttachmateWRQ	http://www.wrq.com/products/prodeval.html	30 days
Borland	http://www.borland.com/downloads/index.html	30 days
CA	Yes	30 days
Citrix	MetaFrame XP & Presentation Server v3.0 available from Software Spectrum. Presentation Server v4.0 must be requested directly from Citrix sales. 800-424-8749.	90 days/99 users
Hummingbird	http://connectivity.hummingbird.com/products/nc/resources.html?prod=EXPS	60 days
IBM	About 75% of IBM software is offered in download format for trial purposes.	30 days
Macromedia	http://www.macromedia.com/downloads/	30 days

McAfee	Yes	30 days
Microsoft	The Microsoft Select and Enterprise Agreements offer up to 10 copies of each software title available for 60-day evaluation.	60 days
NetIQ	No	
Novell	http://www.novell.com/products/	30 days
Symantec	Yes	30 days
Trend Micro	Yes	30 days
Veritas	Trial versions at http://www.backupexec.com/	30 - 60 days

4. OTHER PRODUCTS AND SERVICES

A. Required Services to be provided at no charge to the State:

1. Customer Account Service Support as described in Contractor's proposal.
2. Business Development Managers as described in Contractor's proposal.
3. Licensing Advisors as described in Contractor's proposal.
4. Technology Assessment Services as described in Contractor's proposal. See Attachment Two.
5. Onsite and Online Training as described in Contractor's proposal.
6. Product Webinars as described in Contractor's proposal.
7. Microsoft Webinars Series as described in Contractor's proposal.
8. Microsoft Software Assurance Training as described in Contractor's proposal.
9. The vendor must routinely provide at no charge educational materials informing Departments / Agencies of product and license abuse liability and penalties.
10. Vendor must provide, without any additional costs to the State, sales assistance and the services of a Technical Support Center.
11. Vendor must inform and assist the State as necessary at no charge to take advantage of Special Offers, Promotions, new releases, bundles, rebates, volume purchase agreements, availability of site licenses or master upgrade programs, eligibility for additional academic discounts, etc. that are offered by either the publisher or the contractor.
12. Contractor must support and manage existing VLAs/LPs such as, but not limited to, Novell, Passport, Microsoft Enterprise Agreement, Microsoft Select, etc.
13. Contractor must assist the State in identifying software publishers that may be receptive to VLAs/LPs and monitor sales from "shrink wrap" and "open" license purchases and recommend additional VLAs/LPs that may be advantageous to the State.
14. The contractor must work with the State and manufacturer / publisher to enroll in/subscribe to of selected VLAs / LPs.
15. The same discount structure proposed must be used for any new VLA or LP entered into.
16. Contractor will submit at no charge to the contract administrator an 'electronic copy' of any Microsoft Licensing Products Use Rights Updates (Americas, English) as they are issued by Microsoft Licensing.
17. THE CONTRACTOR MUST PREPARE AND SUBMIT TO PUBLISHERS (MICROSOFT, LOTUS, SYMANTEC, ETC.) ALL REQUIRED REPORTS (I.E. CERTIFICATIONS, ETC.) AND

PERFORM OTHER DUTIES AS REQUIRED BY THE PUBLISHER TO ENSURE THAT THE STATE IS COMPLIANT WITH APPLICABLE LICENSING TERMS AND CONDITIONS.

18. Vendor must maintain up-to-date records of sales by ordering unit, product, and time. A report, which is acceptable to the Software Publishers Association, must be provided to the State on a quarterly basis. A monthly report is desirable. The State reserves the right to requests more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.
19. Purchasing units must have the ability to track individual Purchase Orders on-line (via-web site).
20. Free Asset Management Services as described in Contractor's proposal
21. Contractor shall provide an Iowa approved customized web site with product catalog and specific pricing kept accurate and current through daily updates. The web site shall allow buyers to see Iowa-specific product information, availability, and current pricing; place or save orders, automate order approvals; check order status and link to carriers' systems; generate purchase and invoice reports; retrieve a snapshot of all software assets; view software contracts and share news with your software buyers and users.
22. Provide pass-through Letters of Agency to the software publisher of choice.

B. Services available at extra charge:

1. **FEE BASED PUBLISHER SUPPORT:** When requested, for more detailed technical support than above, contractor shall sell publisher support where available. Fees vary based on publisher and on requirements. The agreed to discounts shall apply. See also Microsoft Modified Master Services Agreement CT2882.
2. **FEE BASED ASSET MANAGEMENT SERVICES (Media Plane™ product):**
A web-based behind-the-firewall software application, Media Plane houses an always-current central repository of licensing information. Data in this central repository is gathered from the existing procurement, deployment, and discovery (inventory) tools the State of Iowa may plan to employ or may already have in place.

Media Plane's pricing models are:

1. Perpetual License Model - based upon the total number of users, a one-time license fee with annual maintenance (includes basic technical support).
2. Subscription Model - based upon the total number of users, a monthly fee per user paid quarterly.

Based upon an estimated user population of 35,000:

1. Perpetual License with Maintenance - A one-time license fee for Media Plane would be \$19.00 per seat for a total of \$665,000. First year and subsequent year maintenance would be \$119,700.
2. Monthly Subscription (includes maintenance) - Paid quarterly, the monthly subscription price per user would be \$2.21 per month or \$6.63 per quarter.
3. For the avoidance of doubt, the below examples are provided based on an estimated population of 5,000 and 7,000:

5,000 Seats examples:

Perpetual Pricing Model:

Media Plane Server License (Not Discountable) = \$60,000.00
5,000 seats X \$16.00 seat (\$20.00 MSRP with 20% discount) =
\$80,000.00
2 Media Plane IT Administrator (\$5,000.00 MSRP with 20% discount) =
\$8,000.00
3 Integration Points (Procurement, Deployment, Discovery) (\$5,000.00
MSRP with 20% discount) = \$12,000.00

Perpetual License \$160,000.00 *
First Year and Subsequent Years Maintenance @18% = \$28,800.00

Subscription Pricing Model:

Monthly Subscription \$8,470.00
(Includes 2 Media Plane IT Administrators and Maintenance)
(All Integration Points costs must be paid at contract signing, assumes 3
@ \$4,000.00 or \$12,000.00 due at contract signing. Maintenance add
would be 18% of cost)

7,000 Seats examples:

Perpetual Pricing Model:

Media Plane Server License (Not Discountable) = \$60,000.00
7,000 seats X \$16.00 seat (\$20.00 MSRP with 20% discount) =
\$112,000.00
2 Media Plane IT Administrator (\$5,000.00 MSRP with 20% discount) =
\$8,000.00
3 Integration Points (Procurement, Deployment, Discovery) (\$5,000.00
MSRP with 20% discount) = \$12,000.00
Perpetual License \$192,000.00 *
First Year and Subsequent Years Maintenance @18% = \$34,560.00

Subscription Pricing Model:

Monthly Subscription \$10,302.00
(Includes 2 Media Plane IT Administrators and Maintenance)
(All Integration Points costs must be paid at contract signing, assumes 3
@ \$4,000.00 or \$12,000.00 due at contract signing. Maintenance add
would be 18% of cost)

* Additional Integration Points and/or Media Plane IT Administrators would be \$4,000.00 each and would affect the price and maintenance price in both examples.

Note: Participation in any asset management solution by any state agency or political subdivision is completely voluntary and not mandatory. The use by any state agency or political subdivision entity in Iowa of the asset management solution may occur independently of any other entity; without the sharing of data with another entity.

5. PAYMENTS TO CONTRACTOR

The State shall pay the Vendor amounts not to exceed the manufacturer's list price less minimum discounts stated in vendor's proposal incorporated here-in.

Except as agreed upon by the parties and incorporated herein, the Vendor shall not be reimbursed for any operating costs incurred by the Vendor, including but not limited to:

- a) Workers Compensation costs or insurance premiums,
- b) Unemployment compensation costs,
- c) Taxes or other obligations of the Vendor associated with the provision of services requested,
- d) Car rentals, airfare, meals, lodging, copies, postage, etc.

Upon receipt of a properly submitted and appropriately documented invoice to the State, the State will promptly process and pay the invoice within 60 days. If the State in good faith determines that the Contractor has failed to perform or deliver any service or product as required by this Contract, the Contractor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the State may withhold that portion of the Contractor's compensation, which represents payment for service or product that was not performed or delivered.

Contractor shall invoice the specific State Agency or political subdivision which issues an authorized purchase or delivery order and in the manner as instructed on the order. No invoices will be accepted and no payments will be made without prior authorized execution of such a purchase order by the receiving entity.

The State of Iowa does not guarantee contractor any specific level of business as a result of this contract.

The State of Iowa does not pay tax.

6. ASSIGNMENT OF CONTRACT

The Vendor may not assign this Contract to another person or entity without the prior written consent of the State.

7. INCORPORATED DOCUMENTS & GENERAL PROVISIONS

The following documents containing specifications for services requested under the RFP and this contract are listed below:

- a) This Contract together with any exhibits, attachments or addenda attached hereto and incorporated herein by reference.
- b) The Vendor's Cost Proposal in response to RFP BD80500S359 incorporated herein by reference.
- c) The Request for Proposal No. BD80500S359, including any and all addenda, tables, exhibits and appendices incorporated herein by reference.
- d) The Vendor's Technical Response to the Request for Proposal BD80500S359, incorporated herein by reference.

In the event of a conflict among the incorporated or attached documents, the order of precedence shall be as set forth above.

Changes in the provisions of this Contract may be made only in writing signed by all parties hereto.

This Contract constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding this Contract shall not be binding upon either party except to the extent incorporated herein. Both parties in writing must agree upon any modifications of this Contract.

All notices required to be given by either party to the other in accordance with the terms of this Contract shall be directed as follows:

<u>STATE:</u>	Name:	ASHLEY SUPER
	Address:	IA Dept of Administrative Services Hoover State Ofc Bldg., Level A Des Moines, IA 50319-0105
	Phone:	515-281-7073
	Facsimile:	515-242-5974
<u>VENDOR:</u>	Name:	Contracts Manager
	Address:	<u>3480 Lotus Dr. Plano, TX 75075</u>
	Phone #:	<u>469-443-3788</u>
	Fax #:	<u>720-567-0121</u>

8. ACTS OF GOD (FORCE MAJEURE)

The Vendor shall not be considered in default under any provision of this Contract nor shall any liquidated damages be assessed if performance is delayed or made impossible by any causes beyond the control of and without the fault of the Vendor. Causes would include, but not limited to: acts of God, fires, floods, severe weather, epidemics or any other natural disaster, war, embargoes, or quarantines.

9. DEFAULT; REMEDIES OF STATE

The State may declare the Vendor in default of its obligations under the Contract for any of the following reasons:

- a) Failure by the Vendor to materially conform to the specifications as required by the RFP.
- b) A breach of any term of this Contract.
- c) Non-performance of this agreement.

The State shall issue a written notice of default providing therein for fifteen (15) day period in which the Vendor shall have an opportunity to cure, provided that cure is possible and feasible. Time allowed for cure of a default shall not diminish or eliminate the Vendor's liability for liquidated damages.

If, after opportunity to cure, the default remains, the State may do one (1) or more of the following:

- a. Exercise any remedy provided by law;
- b. Terminate the contract and
- c. Obtain liquidated damages from the Vendor, as described herein.

10. VENDOR'S OBLIGATIONS

1. A breach of this Contract, which is the result of a subcontractor's conduct, negligence or failure to perform, shall not excuse the Vendor from the provisions of this Contract.
2. Should the State obtain a money judgment against the Vendor as a result of a breach of this Contract, the Vendor consents to such judgment being set-off against moneys owed the Vendor by the State under this Contract or any other Contract between the Vendor and the State.

3. Amounts due to the State as liquidated damages or any other damages may be deducted by the State without a judgment or any court action from any money payable to the Vendor pursuant to this Contract or any other Contract between the Vendor and the State. The State shall notify the Vendor in writing of any claim for liquidated damages or any damages or any other damages on or before the date the State deducts such sums from money payable to the Vendor.

11. DEFAULT; REMEDIES OF VENDOR

Should the Vendor consider the State to be in default of its obligations, the Vendor shall issue a written notice of default providing therein for a fifteen (15) day period in which the State shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the Vendor may exercise any remedy provided by law.

12. TERMINATION DUE TO NON-APPROPRIATION

Notwithstanding any other provision of this Contract, if funds anticipated for the continued fulfillment of the Contract are, at any time, not forthcoming or are insufficient, either through the failure of the State to appropriate funds or funding from a federal funding source is reduced or discontinued for any reason, or through discontinuance or material alteration of the program for which funds were provided, the State shall give the Vendor written notice as soon as practical documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Agreement shall terminate on the last day of the fiscal year for which appropriations were available. However, in the event that an appropriation to cover the cost of this Contract becomes available within sixty (60) days subsequent to termination under this section, the State agrees to re-enter the Agreement with the terminated Vendor under the same provisions, terms and conditions as the original Contract.

13. TERMINATION FOR CONVENIENCE

This agreement may be terminated by Buyer or Seller upon thirty (30) days prior written notice to the other party. In the event of such termination, this agreement shall continue in effect with respect to all outstanding orders placed by Buyer prior to the effective date of such termination, subject to liquidated damages and offsets as specified in this Contract.

14. REMEDIES OF VENDOR IN EVENT OF TERMINATION

In the event of termination of this Contract due to non-appropriation under section 2.8 above or for convenience pursuant to section 2.9 above, the Vendors sole and exclusive remedy is to recover and possess its own equipment used in the performance of the Contract, except as provided in section 2.9 above. In the event of termination of this Contract for any reason, the State shall not be liable for the payment of Unemployment Compensation to the Vendor's employees, nor shall the State be liable to the Vendor for payment of Workers' Compensation claims which occur during the Contract or extend beyond the date on which this Contract terminates or for any other costs incurred by the Vendor in its performance of the Contract, except amounts, if any, due and owing to the Vendor by the State on the date of termination.

15. VENDOR DUTIES

1. All records of the Vendor relating to this Contract shall be retained for five (5) years following the date of final payment under this Contract. Nothing in this Contract shall be construed to permit or authorize the Vendor to destroy or eliminate documents, records, or files in violation of any statute or rule governing the Vendor's retention of records.

2. The Vendor agrees that the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other representatives of the United States Government, shall have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, and records of the Vendor relating to all debt collection activities or the Vendor's performance under this Agreement. The Vendor shall not impose any charges for access to its books and records regarding its performance under this Contract, and shall fully cooperate with authorized representatives in the examination or audit of books and records. The State shall not impose a charge for audit or examination of the Vendor's books and records.
3. The Vendor shall comply with the applicable provisions of federal, state and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. The Vendor shall have an affirmative action plan, if required by law.
4. The Vendor warrants that no person or selling State has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency with the exception of bona fide employees or selling agents retained for the purpose of securing business. In the event of breach of this subsection, which shall be considered a material term of this Contract, the State shall have, in addition to the remedies contained herein, a right to liquidated damages in the sum of \$5,000.00. Such damages are not a penalty and would be assessed only because the monetary damage to the State's competitive bidding process resulting from breach of this subsection is difficult, if not impossible, to measure.
5. In the event that the Vendor utilizes subcontractors for the purpose of fulfilling its obligations under this Contract, all such subcontractors shall be procured with appropriate attention to the principles of competition and quality of workmanship; however, the Vendor shall not be required to adhere to the State's competitive bidding procedures in its selection of subcontractors. All records relating to subcontracts shall be retained as required in subsection A. above and available for audit or examination as required in subsection B. above. The Vendor shall be responsible for the performance of any subcontracts retained by Vendor in performance of this contract.
6. If the Vendor is a joint entity, consisting of more than one (1) individual, partnership, corporation or other business organization, all such entities shall be jointly and severally responsible for fulfilling the activities and obligations of this Contract and for any default under this Contract.
7. The Vendor shall provide and pay for all labor, materials, equipment, tools, machinery, storage of it and transportation necessary for the Vendor to provide the services required under this Contract except as otherwise provided in this Contract.
8. Some data, policies and activities of the State are confidential. The Vendor shall preserve the confidentiality of such data, policies and activities that are revealed to Vendor in the performance of this Contract. Vendor shall maintain procedures for safeguarding the identified confidential information. In the event of a breach of this provision, the State may terminate this Contract immediately without notice of default and opportunity to cure.
9. The Vendor irrevocably consents to service of process by certified or register mail addressed to the Vendor's designated agent. The Vendor appoints as its agents to receive services of process:

Name: Contracts Manager
Address: 3480 Lotus Dr. Plano, TX 75075

Phone #: 469-443-3788
Fax #: 720-567-0121

If for any reason the Vendor's agent for service is unable to act as such or the address of the agent changes, the Vendor shall immediately appoint of new agent and provide the State with written notice of the change in agent or address. Any change in the appointment of the agent or address will be effective only upon actual receipt by the State. Nothing in these provisions will alter the right of the State to serve process in any other manner permitted by law.

16. INDEMNIFICATION; CONSEQUENTIAL AND INDIRECT DAMAGES

In the event that the manufacturer or publisher of a product purchase from Seller indemnifies the end user against patent, trademark or copyright infringement, Seller will assign such rights to Buyer. In the event that such indemnification is not provided by the manufacturer or publisher, Buyer understands and agrees that Seller, as reseller, does not provide indemnification of any kind, nor assume liability for any claims, costs, expenses or damages, actual, incidental or consequential, incurred as a result of any claim of intellectual property infringement or misappropriation of a trade secret.

Otherwise, the Vendor shall indemnify and hold harmless the State, its officials, agents and employees, from and against any and all claims by an employee of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The indemnification under this subsection shall not be limited in any way by any limited on the amount or type of damages, compensation or benefits payment by or for the Vendor or a subcontractor under Workers Compensation Actions, disability benefit acts or other employee benefit acts.

The obligations of the respective parties under this section shall survive the expiration or termination of this Contract, including any extensions thereto, with respect to any occurrences within the term of this Contract.

17. OFFSET

In the event that Vendor is in arrears in payment of any state taxes, which are due and payable to the State, the State may offset any taxes in arrears from payments to the Vendor under this Contract.

18. PROPERTY DAMAGE

The Vendor shall exercise its best efforts to prevent damage to property of the State in the course of performing its obligations under this Contract. The Vendor shall replace or pay replacement costs of any property damaged by its operations. The Vendor shall restore damaged property to its condition prior to the damage at the sole expense of the Vendor. Such restoration shall be complete when judged satisfactory by the State.

19. SAFETY OF PERSONS AND PROPERTY; INSURANCE

- A. The Vendor shall maintain in full force and effect during the term of this Contract, basic liability and property damage insurance to protect the Vendor, its subcontractors, if any, and the State from claims for damage, which may arise from operations under this Contract, and the amount of such insurance shall not be less than the following:

General Liability (including contractual liability) written on an occurrence basis.	General Aggregate	\$3 Million
	Product Liability Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Comprehensive Aggregate	\$1 Million
	Each Occurrence	\$1 Million
Automobile liability, including any auto, hired autos and non-owned autos	Combined Single Limit	\$1 Million
Workers Comp and Employer Liability	As required by Iowa law	
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million

The Vendor shall arrange with its insurer for notice of cancellation of the required insurance coverage to be directed to the State in addition to any notices of cancellation, which may be directed to the Vendor. The Vendor's insurer shall state in the certificate of insurance that no cancellation of the insurance is effective without thirty (30) days prior written notice to the State. All insurance coverage required by this Contract shall provide coverage for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

- B. The Vendor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
1. All employees on the job site and all other persons who may be affected thereby;
 2. The public, including the State's staff and employees;
 3. All the property and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Vendor or any of its subcontractors.
 4. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and other improvements.

20. RECEIVERSHIP

The Vendor shall immediately, and not later than two (2) business days after any such filing, notify the State, in writing, if: (a) the Vendor files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangements with creditors; (b) the Vendor files and answer admitting the jurisdiction of the court and the material allegations of an involuntary petition filed pursuant to the United States bankruptcy code, as amended; (c) the Vendor is adjudicated bankrupt, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver or trustee for all or any part of its property; (d) the Vendor institutes dissolution or liquidation proceedings with respect to its business; (e) an order is entered approving an involuntary petition to reorganize the business of the Vendor or to effect a plan or other arrangement with creditors or appointing a receiver or trustee for the Vendor of all or part of its property; or (f) if a writ or warrant of attachment, execution, distant, levy, possession, or any similar process which may materially affect the operation of the Vendor, is issued by any court against all or any material part of the Vendor's property.

In the event that said petition, writ or warrant is not dismissed or a stay of foreclosure obtained or said appointment, assignment, or proceedings are not rescinded or terminated within one hundred twenty (120) days of the issuance, making, or commencement thereof, and the effect thereof is to materially impede or frustrate the ability of the Vendor to fulfill its obligations under this Contract, then the State may terminate this Contract without penalty, unless: (a) within one hundred twenty (120) days after the election or appointment, any receiver or trustee of the Vendor, or the Vendor as a debtor-in-possession in connection with any reorganization or similar proceedings, shall have remedied any uncured failure to comply with any provision of this Contract; and, (b)

within said one hundred twenty (120) days, the receiver or trustee, or the Vendor as a debtor-in-possession, shall have executed a Contract with the State, which shall have been approved by the court having jurisdiction, whereby the receiver or trustee, or the Vendor in its capacity as a debtor-in-possession, assumes all obligations and agrees to be bound fully by each and every provision of this Contract.

21. OBLIGATIONS BEYOND AGREEMENT TERM

All obligations of the State and the Vendor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the expiration, termination or cancellation of this Contract.

22. AUTHORIZATION

Each party to this Contract represents and warrants to the other that:

1. It has the right; power and authority to enter into perform its obligations under this Contract.
2. It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

23. SOVEREIGN IMMUNITY

The State specifically reserves the defense of sovereign immunity as allowed by State or federal law or regulations for any claim arising out of or related to the duties and obligations imposed by this Contract.

24. INTELLECTUAL PROPERTY

The contract will contain various provisions regarding the intellectual property used and developed as a result of this contract including the following:

1. Works Made for Hire. Work produced for the STATE shall be considered work made for hire and shall be owned solely by the STATE. If the works are not works for hire, then Vendor will be required to make an exclusive, perpetual, royalty-free assignment of all copyrights in such materials to the STATE and that Vendor has the right to do so.
2. Warranty Regarding Intellectual Property Rights. Vendors will warrant that, in the performance of this contract, Vendor's work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by Vendor will not infringe any copyright, patent, trademark, trade dress or other intellectual property right of Vendor or others.
3. Right to Use Intellectual Property. To the extent Vendor has the right to do so, the furnishing or using of any intellectual property by Vendor in completing this contract shall confer upon the STATE the unrestricted, irrevocable right under Vendor's intellectual property rights, to make, have made, use, sell, license, publish, and/or lease any such intellectual property without payment of additional consideration by STATE.

25. SECURITY OF DATA

Some State of Iowa data files and documents are of a highly confidential nature; therefore, Vendor's employees may be allowed access to this information only as needed for their duties relating to performance of the requirements of the contract. The Vendor shall have positive policies and procedures for safeguarding the

confidentiality of such data, and may be liable under privacy legislation for negligent release of such information. The Vendor shall be aware that access to data and application code will be provided only to the extent permitted by State and Federal statutes and regulations. Vendor is required to sign all appropriate confidentiality forms and to protect data to the same extent it would protect its own proprietary rights. Under no circumstances shall confidential data and application code leave the borders of the United States of America.

26. LIMITATIONS ON EXCLUSIVITY OF CONTRACT

All State of Iowa agencies, elected officials, cities, counties and any other political subdivisions are encouraged to purchase their software needs using this contract in lieu of conducting their own competitive bid process. All State of Iowa Executive Branch Agencies (listed in bold on RFP Exhibit E) are required to purchase their software needs using this contract with the following exceptions. Contracted Re-seller agrees to the following limitations on the exclusivity of this contract regarding any one single purchase:

- A. Manufacturer Direct Offers. If Contractor is unable or unwilling to meet or beat the price offered direct to the State by the sole manufacturer of the product, the State may proceed to make the purchase direct from the manufacturer without a bid process. This exception to the exclusivity of the contract does not apply to offers by other re-sellers. The State shall document such purchases to the Contractor prior to purchase.
- B. Offers by Other Non-Contract Re-sellers. If Contractor can not meet or beat a single offer by a non-contracted re-seller, at the State's sole discretion, the State may then conduct a competitive bid process on the purchase, according to current administrative rules. The Contractor shall be directly included in any such invitation to bid.
- C. Software as Part of Hardware Purchases. Software such as operating systems included in the configured image on hardware sold to the state by other vendors are excluded from the exclusivity of this software contract.
- D. Software as Part of a Service Contract. Software sold to the State as a result of a service contract or RFP process for a specific project is excluded from the exclusivity of this contract.

27. MISCELLANEOUS

- a) The terms and provisions of this Contract shall be construed in accordance with the laws of the State. Any and all litigation or actions commenced in connection with this Contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State. If however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State.
- b) If any provision of this Contract is held to be invalid or unenforceable, the remaining provisions shall be valid and enforceable.
- c) In accordance with current applicable open records laws, only the STATE shall make this contract, including its addenda and all monthly reports from the contractor, available for viewing by the public upon request from any party. It may also be reproduced by copier at a reasonable charge, transmitted by facsimile machine, or electronically via the Internet upon request from any party.
- d) Failure of the State at any time to require strict performance of any provision of this Contract shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.
- e) The parties agree to execute any additional documents necessary to effectuate this Contract.

28. CERTIFICATION OF TAX COLLECTION

Contractor certifies that it is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43).

29. EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

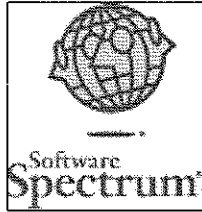
For the State of Iowa:

By Debbie O'Leary Date 1/27/06
Debbie O'Leary, Division Administrator, General Services Enterprise
Iowa Department of Administrative Services

For Software Spectrum, Inc.:

By: A. K. Lussen Date Feb 25, 2006
Name & Title: Director, Global Sales Support

CT2979 ATTACHMENT ONE



State of Iowa EA - See CT2795 for Details

**August 2005 - Perpetual Listed Languages - US
Microsoft Enterprise Agreement 6.x - Government
Component Desktop Added @ Signing w/ True-Ups
Contact Name: Jonathan Wolpert
Contact Phone : 612-379-1427
Reference Number: 805MS EA**

All Prices subject to change without notice and are exclusive of any taxes, duties, or tariffs.
Software Spectrum will attempt to ensure pricing remains constant through the current calendar month.
Please include the above "Reference Number" with or on your Purchase Order (PO).

MFG Part Number	Product Name	Discounted Product Price
021-05654	Office Win32 Listed Languages Lic/SA Pack MVL	\$107.90
021-05655	Office Win32 Listed Languages SA MVL	\$62.74
269-05924	Office Pro Win32 Listed Languages Lic/SA Pack MVL	\$133.44
269-05925	Office Pro Win32 Listed Languages SA MVL	\$77.58
E85-01013	Windows XP Professional Listed Languages Upg/SA Pack MVL	\$42.82
E85-01014	Windows Professional Listed Languages SA MVL	\$31.65
W06-00020	Core CAL Listed Languages Lic/SA Pack MVL Device CAL	\$53.60
W06-00019	Core CAL Listed Languages SA MVL Per Device	\$28.69
W06-00339	Core CAL Listed Languages Lic/SA Pack MVL Per User	\$53.60
W06-00340	Core CAL Listed Languages SA MVL Per User	\$28.69

TRUE UP FEES

Payment for Desktops Added in Year 1:

021-05654	Office Win32 Listed Languages Lic/SA Pack MVL	\$298.60
269-05924	Office Pro Win32 Listed Languages Lic/SA Pack MVL	\$369.27
E85-01013	Windows XP Professional Listed Languages Upg/SA Pack MVL	\$115.80
W06-00020	Core CAL Listed Languages Lic/SA Pack MVL Device CAL	\$149.32
W06-00339	Core CAL Listed Languages Lic/SA Pack MVL Per User	\$149.32

Payment for Desktops Added in Year 2:

021-05654	Office Win32 Listed Languages Lic/SA Pack MVL	\$248.38
269-05924	Office Pro Win32 Listed Languages Lic/SA Pack MVL	\$307.17
E85-01013	Windows XP Professional Listed Languages Upg/SA Pack MVL	\$90.46
W06-00020	Core CAL Listed Languages Lic/SA Pack MVL Device CAL	\$126.35
W06-00339	Core CAL Listed Languages Lic/SA Pack MVL Per User	\$126.35

Payment for Desktops Added in Year 3:

021-05654	Office Win32 Listed Languages Lic/SA Pack MVL	\$198.16
269-05924	Office Pro Win32 Listed Languages Lic/SA Pack MVL	\$245.06
E85-01013	Windows XP Professional Listed Languages Upg/SA Pack MVL	\$65.13
W06-00020	Core CAL Listed Languages Lic/SA Pack MVL Device CAL	\$103.38
W06-00339	Core CAL Listed Languages Lic/SA Pack MVL Per User	\$103.38

MFG Part Number	Product Name	Discounted Product Price
021-05654	Office Win32 Listed Languages Lic/SA Pack MVL	\$126.95
021-05655	Office Win32 Listed Languages SA MVL	\$66.04
269-05924	Office Pro Win32 Listed Languages Lic/SA Pack MVL	\$156.99
269-05925	Office Pro Win32 Listed Languages SA MVL	\$81.66
E85-01013	Windows XP Professional Listed Languages Upg/SA Pack MVL	\$50.38
E85-01014	Windows Professional Listed Languages SA MVL	\$33.31
W06-00020	Core CAL Listed Languages Lic/SA Pack MVL Device CAL	\$63.06
W06-00019	Core CAL Listed Languages SA MVL Per Device	\$30.20
W06-00339	Core CAL Listed Languages Lic/SA Pack MVL Per User	\$63.06
W06-00340	Core CAL Listed Languages SA MVL Per User	\$30.20

TRUE UP FEES

Payment for Desktops Added in Year 1:

021-05654	Office Win32 Listed Languages Lic/SA Pack MVL	\$351.31
269-05924	Office Pro Win32 Listed Languages Lic/SA Pack MVL	\$434.44
E85-01013	Windows XP Professional Listed Languages Upg/SA Pack MVL	\$136.23
W06-00020	Core CAL Listed Languages Lic/SA Pack MVL Device CAL	\$175.68
W06-00339	Core CAL Listed Languages Lic/SA Pack MVL Per User	\$175.68

Payment for Desktops Added in Year 2:

021-05654	Office Win32 Listed Languages Lic/SA Pack MVL	\$292.22
269-05924	Office Pro Win32 Listed Languages Lic/SA Pack MVL	\$361.37
E85-01013	Windows XP Professional Listed Languages Upg/SA Pack MVL	\$106.43
W06-00020	Core CAL Listed Languages Lic/SA Pack MVL Device CAL	\$148.65
W06-00339	Core CAL Listed Languages Lic/SA Pack MVL Per User	\$148.65

Payment for Desktops Added in Year 3:

021-05654	Office Win32 Listed Languages Lic/SA Pack MVL	\$233.13
269-05924	Office Pro Win32 Listed Languages Lic/SA Pack MVL	\$288.31
E85-01013	Windows XP Professional Listed Languages Upg/SA Pack MVL	\$76.63
W06-00020	Core CAL Listed Languages Lic/SA Pack MVL Device CAL	\$121.63
W06-00339	Core CAL Listed Languages Lic/SA Pack MVL Per User	\$121.63

The foregoing Pricing is based on the terms and conditions of Microsoft's current programs in which the State of Iowa and Software Spectrum participates, and on the quantities listed above. Pricing is subject to change if Microsoft revises the financial terms applicable to Software Spectrum in its existing programs, or if quantities change.

ATTACHMENT TWO TECHNOLOGY ASSESSMENT SERVICES

Since Software Spectrum does not represent any one specific software publisher, we are uniquely positioned to provide you with objective, factual information on key aspects of any software application or service. We can help you weigh all of your options and uncover the best software solution for your organization.

This complimentary service is available exclusively to Software Spectrum customers. If you would like information on software applications or services in a category evaluated by our engineers, or would like to suggest we add a new product to our evaluation program, please contact your Software Spectrum account representative or e-mail tas@softwarespectrum.com.

Currently, our engineers are evaluating solutions in the following business areas:

Securing Your Enterprise

Products and services that protect your company's assets, systems, and users from malicious threats.

- Intrusion Detection
- Intrusion Prevention and Application Protection Systems
- Managed Security
- Anti-Spam
- Authentication and Identity Management
- Web Filtering and Monitoring
- Firewalls
- . . . and more

Managing Your Enterprise

Products and services that help you efficiently manage and keep your business running smoothly.

- Asset Management
- Storage Management
- Patch Management
- Mobile Enablement
- Application Management and Monitoring
- Systems Management and Monitoring
- . . . and more

Enabling Your Enterprise

Products and services that increase user productivity, allow companies to integrate disparate systems, and help them quickly make the right business decisions.

- Business Intelligence & Reporting
- Development Tools
- Enterprise Applications
- Application Servers
- Testing
- . . . and more.